

Request For Proposal
Wastewater Plant Management Contract
Morristown, Tennessee
January 20, 1992

I. GENERAL

It is the intent of the City of Morristown, Tennessee, (hereinafter referred to as "City") to accept a proposal and enter into a contract with a company or corporation, (hereinafter referred to as "Contractor") with proven management and operating experience of wastewater treatment facilities of comparable size and complexity to operate and maintain the City's wastewater treatment facilities. The contract shall begin on April 1, 1992 and terminate on March 31, 1997.

The City's treatment plant is an activated sludge, secondary plant designed for an average flow of 7.5 mgd with a current operating capacity of 3.5 mgd. The plant serves a population of 21,000 including diversified industrial, commercial, institutional and business. Pretreatment is required for any waste that cannot be processed by the wastewater treatment plant to meet discharge standards.

The Contractor shall be solely responsible for the operation and maintenance of the City's 7.5 mgd wastewater treatment facility, 16 pumping stations, vacuum and air relief valves, odor control facilities, and approved land application program by liquid injection. The contractor shall furnish and maintain the liquid sludge transportation equipment and injection equipment.

The Contractor shall coordinate with the City operated industrial pretreatment program.

The intent is to furnish the review committee with sufficient information to select a contractor that will serve the best interest of the City. The scope of work is a general outline of the duties and responsibilities but not limited to the items listed. Additional information is noted in other sections which will allow each contractor to identify their policies, procedures and techniques as they apply to each of the activities. Although not included in the scope of work it shall be assumed that all such statements and requests for information are a part of the duties and responsibilities directly associated with the operation of the system.

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II. SELECTION PROCESS

Event	Date
A. Preproposal conference	January 20, 1992
B. On-site tour of facilities 1992	By appointment after January 21, 1992
C. Submittal of proposal	February 20, 1992
D. Notification of interviews and selection	February 27, 1992
E. Execution of contract	March 3, 1992
F. Begin contract services	April 1, 1992

III. PREPROPOSAL CONFERENCE

A preproposal conference will be held on January 20, 1992 at the Municipal Building Council Chambers at 10:00 a.m., E.S.T.

IV. INSPECTION OF FACILITIES AND INFORMATION PROVIDED BY THE CITY

Schedules for on-site tour of the facilities may be arranged by contracting the City Administrator at 615 581 0100. Each qualified firm will have access to data and documents for inspection and duplicate copies will be furnished as soon as possible at the contractors expense.

Documents which are available include, but not limited to the following:

- A. Construction plans and specifications
- B. Operations and maintenance manuals
- C. Process flow diagrams
- D. NPDES discharge permits
- E. Monthly summary of operations reports
- F. Various reports, studies, evaluations, and other documents relative to the design, construction, operation, and maintenance of the City's facilities
- G. A list of the 16 wastewater pumping stations that much be maintained and operated by the contractor. The list shows the identifying name of the facility and the basic specifications at the time of installation for each pump and motor.

V. CONTRACTORS QUALIFICATIONS

This section establishes certain standards of experience and financial capability that the City requires for a contractor to be deemed qualified. Proposals will not be accepted from contractors that do not meet these standards. The City will be the sole judge in this determination. Each Contractor must answer in writing for all of the following requests/questions. Brochures may be submitted as supplemental information but not as primary supporting data.

- A. As a minimum the Contractor must have been in business for five years and have successfully completed five contract-years with one or more systems of comparable size and complexity with the City's system. Furnish the client(s) name, contact person, and phone number for these projects.
- B. Provide a certificate from a surety company licensed to do business in Tennessee indicating that they will provide a performance bond in an amount equal to the full value of one year's estimated cost of the contract.
- C. Contractor must furnish public liability and property damage insurance of not less than \$10,000,000 combined single limits for bodily and/or property damage. Provide a certificate of insurance from an acceptable insurance company indicating such coverage.
- D. Contractor must operate and maintain at least five wastewater treatment facilities. Furnish as a minimum, all staffing for each facility, client name, contact, address, phone number and a description of each facility in terms of size and complexities.

VI. CONTRACTOR PROFILE

- A. Provide the full name, tax identification number and main office address of the entity which may ultimately enter into a contract with the City.
- B. Identify when the Contractor was organized, and if corporation, where incorporated and how many years engaged in providing contract operations services under that name, and general management.
- C. Provide a listing of all full-service contract operations and contact management contracts which the Contractor has currently, including the gross annual amount of each contract; the contract start date; the anticipated completion date; the name, address, contact person and telephone number of the owner; and the size and type of facility.
- D. Provide a complete listing of all full-service contract operation and maintenance services currently being provided in the State of Tennessee.
- E. Has any accidental loss of life occurred at any facility at which the Contractor was providing contract services? If so, describe the circumstances.

VII. EQUIPMENT OWNED BY THE CITY

All land, buildings, improvements, and permanent equipment which are presently in place, or new facilities which may be added by the City, shall remain as property of the City. All such facilities shall be made available to the Contractor for his use in providing the services under the contract.

Expendable supplies and spare parts which are on hand on the day and date of the contract execution shall be inventoried. The Contractor shall have access to these materials during the duration of the contract, but shall maintain the inventory such that at the end of the contract period, the City inventories shall be replenished.

The Contractor shall maintain all land, buildings, improvements and permanent equipment. Equipment maintenance shall be performed by the Contractor in accordance with manufacturer's recommendations, and the Contractor will be required to provide proof thereof to the satisfaction of the City.

VIII. PROPOSAL FORMAT AND CONTENT

A. General

The cost proposal shall be submitted in accordance with the following format and shall complete in every detail. The proposal shall identify any and all terms and conditions associated with the figures included in the proposal. The following definitions shall be applicable to the cost items requested in this section.

B. Definitions

1. Personnel Services. Includes, but is not limited to, salaries, wages, overtime, pay differential, longevity, unemployment compensation, holiday pay, meal allowance, education assistance, hospital, medical, dental plans, life insurance, retirement contributions, sick leave, and other costs directly attributable to employees.
2. Utilities. Includes, but is not limited to, electricity, natural gas, water, telephone and heating fuels. The Contractor shall provide projected consumption for each location for each facility.
3. Chemicals. Includes all chemicals including such chemicals needed for odor control, disinfection, dewatering, etc.
4. Equipment. Includes, but is not limited to, office equipment, laboratory equipment, safety equipment, tools, communication equipment, maintenance equipment, vehicles, mechanical equipment, and manually operated equipment and depreciation of contractor furnished capital. The Contractor shall provide a detailed description of the type and quantity of capital which is provided by the Contractor including its amortization schedule.

5. Materials and Supplies. Includes, but is not limited to, gasoline, and diesel fuel, vehicle supplies, vehicle accessories, office supplies, duplicating and photo supplies, medical supplies, chemicals, laboratory supplies, clothing and uniforms, and other materials and supplies.

6. Outside Services. Includes, but is not limited to, solid waste and sludge removal and disposal, equipment rentals, service agreements for equipment, temporary and/or part-time help, legal fees, registrations, dues, subscriptions, postage and freight charges, advertising, printing and binding, insurance on vehicles, structures and equipment, and other professional services.

7. Other. Includes any and all expenses not identified in any other specific cost category.

8. Repair and Maintenance. Contractor will utilize fixed amount for all repairs and maintenance. This allowance includes all costs of repair and maintenance except Contractor's on-site labor.

C. Cost Proposal.

Furnish an itemize annual account for each of the following: treatment plant; pumping stations; vacuum and air relief valves; odor control facilities and pretreatment program. Expenditures for each of the components shall include the following: personnel services; utilities, chemicals; equipment; materials/supplies/ outside services/ repair and maintenance; other(identify) and overhead/profit. Show a total for each component and a grand total.

D. Subcontractors.

The Contractor shall provide the names of all subcontractors that he proposes to use and/or identify services that it is anticipated to use contract services.

E. Scope of the Work

The Contractor shall be responsible for the administration, management, operation and maintenance, provide all wages, benefits, salaries, power, chemicals, fuel, other utilities and consumable good, materials and supplies, except capital replacement items as herein described, in such a manner to assure continuous operation of the wastewater treatment plant, pumping stations and appurtenances. All shall be done in accordance with local, state and federal, rules and regulations.

The following is an explanation in greater detail of major areas of work and responsibilities.

1. Compliance with NPDES Permit, specifically noting effluent quality and monitoring/reporting requirements and process control system which furnishes complete and accurate records. System shall be capable of readily providing historical data and trends.

2. Coordinate technical and administrative services in connection with the City's industrial pretreatment program including sampling, monitoring and preparation or required reports.

3. Provide sufficient approved land application sites for maintaining the liquid land application program. Additional, Contractor shall furnish the liquid sludge transportation and injection equipment.
4. Provide a monitoring and control of septage deliveries.
5. Provide a fixed dollar value for repair and replacement such the Contractor's obligation will be explicit as to maintenance of the City's equipment and facilities. Such repair and replacement limit will not include Contractor's labor. A specific method of decision making concerning the use of funds for repair and replacement should be outlined.
6. Provide a full accounting of all expenditures at intervals and in sufficient detail as may be determined by the City, and assist the City in preparation of annual operating budgets.
7. The Contractor shall be responsible for maintaining all manufacturer's warranties on new equipment purchased by the City and assist the City in enforcing existing equipment warranties and guarantees.
8. Provide full documentation that preventive maintenance is being performed on all City owned equipment in accordance with manufacturer's recommendations at intervals and in sufficient detail as may be determined by the City. Such a maintenance program must include documentation of corrective and preventive maintenance and a spare parts inventory.
9. Within the first 90 days, the Contractor shall provide the City with a listing of any recommended capital improvements the contractor believes will be required for any of the facilities covered under the contract. The Contractor will not be relieved of his responsibilities to perform if the recommendations are not implemented, however.
10. Provide all necessary vehicles, computers, software, computerized maintenance, process control, laboratory management systems, office equipment, maintenance, tools, etc. to properly perform Contractor's responsibilities.
11. Operate all facilities, pump stations and appurtenances such that odor and noise shall be effectively controlled and that no disruption of adjacent neighborhoods shall result.
12. The Contractor shall provide a sufficient number of certified qualified personnel to operate all aspect of the facilities. The facility requires a State of Tennessee Class IV certification for wastewater treatment operations and maintenance. Identify and document the qualifications of the manager that will locally be assigned to the facility. A minimum staffing level of eleven full-time, on site employees will be required. The facilities shall be operated 24-hour per day, 7-days per week.
13. Provide training for personnel in areas of operation, maintenance, safety, supervisory skills, laboratory, energy management, etc. A safety program must be implemented and adhered to.

14. The Contractor shall finance capital improvement projects that have been requested an/or authorized by the City, subject to mutually agreeable terms and conditions of repayment.

15. Provision for contract termination if the level of performance is unsatisfactory.

F. Bonds, Insurance and Liability

1. Performance Bond. Provide a performance bond in an amount equal to the full value of one-year's estimated cost of the contract to ensure faithful performance.

2. Contractor's Liability. Liability without any dollar limit for the payment of fines and/or civil penalties levied against the Contractor and/or the City by any regulatory having jurisdictions, as a result of failure to comply with the terms of the contract, violation of local, state and federal laws and regulations, for reasons resulting from the Contractor's negligence.

3. Indemnification and Hold Harmless. Indemnification and hold harmless of the City and its agents, officers, assign, employees, etc. from any loss or liability for claims, damages, lawsuits for reasons resulting from the Contractor's negligence. Such indemnification shall include indirect consequential and pollution damages.

4. Certificate of Insurance. Present certificate of insurance for comprehensive liability coverage(as described elsewhere) to the City.

G. Operating Plan

1. Provide a list of the key management personnel, including all individuals with a Class IV Tennessee certification that the Contractor would assign to this contract and provide the background and experience of those individuals.

2. The Contractor shall provide a detailed breakdown of the type and quantity of the various positions necessary to provide the services requested.

3. Provide a brief operating plan for the facilities that indicates Contractor's approach to providing operations and maintenance services.

IX. SUBMITTAL OF PROPOSAL

Each Contractor must respond to all questions and requests for information stated in the RFP. Respond in writing on company letterhead to the following four items. The proposal shall be signed by an officer, who is authorized to enter into a contract with the City.

1. Submit an annual lump sum amount for the full management and operation of the wastewater treatment facilities.

2. Submit a plan to renew the contract during the term of the contract. This should include multipliers to account for salary increases and factors for inflation.
3. Submit an incentive plan whereby both parties may profit from improved efficiency and/or new technology that may become available.
4. Submit conditions to terminate the contract.

Each Contractor must submit five copies of a complete cost proposal no later than 4:00 P.M. on February 20, 1992 addressed to Keith Jackson, City of Morristown Administrator, 144 West First North Street, Morristown, Tennessee 37814. The outside of the envelope must be clearly marked "COST PROPOSAL - CONTRACT OPERATIONS, CITY OF MORRISTOWN, TENNESSEE."

X. SELECTION OF CONTRACTOR

The City regards the submission of the cost proposal as only one part of the basis upon which an evaluation will be made in order to select one firm with whom the City will negotiate a contract. **The cost proposal is not a bid.** The City reserves the right to reject any and all proposals, and is under no obligation to accept the lowest priced proposal. The City intends to negotiate a contract with the Contractor selected as the most responsible and responsive proposer. However, should the negotiation with the selected proposer not produce a contract, the City will request the proposer placed second in the evaluation process to begin negotiation.

The responsibility for the final selection and contract negotiation rests solely with the City.